COMMONWEALTH OF KENTUCKY NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION CABINET DEPARTMENT FOR ENVIRONMENTAL PROTECTION DIVISION OF WASTE MANAGEMENT 14 REILLY ROAD FRANKFORT, KY 40601

IRREVOCABLE LETTER OF CREDIT FOR WASTE TIRE REGISTRANTS

(financial institution)	_
(maneral institution)	
	-
(Address)	-
COMMONWEALTH OF KENTUCKY	
Natural Resources and Environmental Protection	ction Cabinet
Department for Environmental Protection	
Division of Waste Management	
14 Reilly Road	
Frankfort, Kentucky 40601	
Date:	
Expiration Date:	
IRREVOCABLE LETTER OF CREDIT NO):
Director, Division of Waste Management:	
We hereby open our irrevocable	letter of credit in your favor for the account of for a sum or sums not exceeding a total
(Registrant's Name and Registration Nun	

DEP Form 7101F (06-98)

It is a condition of this Letter of Credit that it will be automatically extended for additional periods of up to one (1) year from the then relevant expiry date unless thirty (30) days prior to that relevant expiry date, we notify you that we elect not to extend this Letter of Credit whereupon you may elect either to obtain cash collateral by drawing your on-sight draft on us for an amount not to exceed the unused balance of this Letter of Credit, or to let the Letter of Credit expire. For the purposes of this credit, our notice not to extend shall mean: 1. That we send our notification to you at the above-listed address by registered mail (return receipt requested) dated not less than thirty (30) days prior to expiration; and 2. That, in the event, prior to fifteen (15) days before the then relevant expiry date, we have not received either your draft or your written notice that you do not intend to draw from your draft on us, we will hand deliver our notification to obtain a receipt from: Director, Division of Waste Management, Natural Resources and Environmental Protection Cabinet, or that official's designated representative, not less than five (5) days prior to the then relevant expiry date. In the event we shall have failed to notify you as described above, this Letter of Credit shall be automatically extended for a period of one (1) year; and 3. That, in the event you draw your draft upon us in response to our notice not to extend, such draft need not be accompanied by an Order of Forfeiture. Drafts must be negotiated not later than 2. All drafts drawn under this credit shall state that they are "drawn under 3. This Letter of Credit is subject to the Uniform Commercial Code of the Commonwealth of Kentucky. Jurisdiction for any litigation concerning this Letter of Credit shall be in Franklin Circuit Court, Commonwealth of Kentucky. In the event we become unable to fulfill our obligations under the Letter of Credit for any reason, notice shall be given within five (5) days to the Registrant and Dire	of	dollars (\$) available by your draf	t(s) on us at sight when
periods of up to one (1) year from the then relevant expiry date unless thirty (30) days prior to that relevant expiry date, we notify you that we elect not to extend this Letter of Credit whereupon you may elect either to obtain cash collateral by drawing your on-sight draft on us for an amount not to exceed the unused balance of this Letter of Credit, or to let the Letter of Credit expire. For the purposes of this credit, our notice not to extend shall mean: 1. That we send our notification to you at the above-listed address by registered mail (return receipt requested) dated not less than thirty (30) days prior to expiration; and 2. That, in the event, prior to fifteen (15) days before the then relevant expiry date, we have not received either your draft or your written notice that you do not intend to draw from your draft on us, we will hand deliver our notification to obtain a receipt from: Director, Division of Waste Management, Natural Resources and Environmental Protection Cabinet, or that official's designated representative, not less than five (5) days prior to the then relevant expiry date. In the event we shall have failed to notify you as described above, this Letter of Credit shall be automatically extended for a period of one (1) year; and 3. That, in the event you draw your draft upon us in response to our notice not to extend, such draft need not be accompanied by an Order of Forfeiture. Drafts must be negotiated not later than				
drawn under this credit shall state that they are "drawn under	periods of up to relevant expiry may elect either exceed the unupurposes of thin 1. (return receipt 2. have not received draft on us, we waste Managed designated represent we shall automatically example of the second	o one (1) year from the then red date, we notify you that we ear to obtain cash collateral by consed balance of this Letter of its credit, our notice not to extend the send our notification requested) dated not less than That, in the event, prior to fift yed either your draft or your we will hand deliver our notification. Natural Resources and resentative, not less than five I have failed to notify you extended for a period of one (That, in the event you draw you the send to obtain the send to obtain the send the send to obtain the send the send the send to obtain the send the send to obtain the send	elevant expiry date unless third lect not to extend this Letter of drawing your on-sight draft of Credit, or to let the Letter of end shall mean: In to you at the above-listed add thirty (30) days prior to expire the (15) days before the then written notice that you do not it eation to obtain a receipt from I Environmental Protection C (5) days prior to the then released described above, this Letter 1) year; and our draft upon us in response to	ty (30) days prior to that of Credit whereupon you has for an amount not to f Credit expire. For the ldress by registered mail fration; and relevant expiry date, we ntend to draw from your h: Director, Division of Cabinet, or that official's evant expiry date. In the etter of Credit shall be
Kentucky. Jurisdiction for any litigation concerning this Letter of Credit shall be in Franklin Circuit Court, Commonwealth of Kentucky. In the event we become unable to fulfill our obligations under the Letter of Credit for any reason, notice shall be given within five (5) days to the Registrant and Director, Division of Waste Management, at the address indicated in this Letter of Credit. We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored on due presentation to the drawee. BY:	drawn under th	is credit shall state that they ar	e "drawn under	, dated
reason, notice shall be given within five (5) days to the Registrant and Director, Division of Waste Management, at the address indicated in this Letter of Credit. We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored on due presentation to the drawee. BY:	Kentucky. Juri	isdiction for any litigation con-		
in compliance with the terms of this credit that such drafts will be duly honored on due presentation to the drawee. BY:	reason, notice s	shall be given within five (5) of	days to the Registrant and Dir	2
		,		
	BY:			
	Title:			